UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/665,841	09/19/2003	Richard W. Berger	BDGOP001X1	6045

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EXAMINER
SHAH, AMEE A

ART UNIT	PAPER NUMBER
3625	

NOTIFICATION DATE	DELIVERY MODE
11/25/2009	ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE _3_ MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1) ☒ Responsive to communication(s) filed on _17 August 2009_.
2a) ☒ This action is **FINAL**.   2b) ☐ This action is non-final.
3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4) ☒ Claim(s) _1,3-21,23-25 and 27-40_ is/are pending in the application.
    4a) Of the above claim(s) _____ is/are withdrawn from consideration.
5) ☐ Claim(s) _____ is/are allowed.
6) ☒ Claim(s) _1,3-21,23-25 and 27-40_ is/are rejected.
7) ☐ Claim(s) _____ is/are objected to.
8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9) ☐ The specification is objected to by the Examiner.
10) ☒ The drawing(s) filed on _19 September 2009_ is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
    a) ☐ All   b) ☐ Some * c) ☐ None of:
        1. ☐ Certified copies of the priority documents have been received.
        2. ☐ Certified copies of the priority documents have been received in Application No. _____.
        3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO/SB/08)
    Paper No(s)/Mail Date _____.

4) ☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date. _____ .
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

Claims 1, 3-21, 23-25 and 27-40 are pending in this action.

Claim Rejections - 35 U.S.C. § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or
> described as set forth in section 102 of this title, if the differences between the
> subject matter sought to be patented and the prior art are such that the subject matter
> as a whole would have been obvious at the time the invention was made to a person
> having ordinary skill in the art to which said subject matter pertains. Patentability
> shall not be negatived by the manner in which the invention was made.

Claims 1, 3-7, 14, 15, 18-27, 34, 35 and 38-40 are rejected under 35 U.S.C. 103(a) as

being unpatentable over Franklin et al., US 6,125,352, cited by Applicant (hereafter

referred to as "Franklin") in view of Webber, WO 98/34167, cited by Applicant (hereafter

referred to as "Webber"), and further in view of Knorr et al., US 2002/0077929 A1

(hereafter referred to as "Knorr").

Referring to claim 1, Franklin teaches a network for conducting commerce over a

distributed network with a site that coordinates the distribution of products from a given or a

plurality of product suppliers to consumers, comprising a graphical consumer interface

configured to display product information for products from a plurality of suppliers and to

receive consumer product orders from consumers to suppliers for products of said plurality of

suppliers (Figs. 1 and 4, col. 2, lines 28-53, col. 7, lines 28-42, 49-58 and 65-67, col. 8, lines 1-

18 and col. 22, lines 10-17). Franklin does not teach a controller to selectively route the orders

of a given supplier to that supplier in accordance with fulfillment policies selected by said given

supplier.

Webber teaches a system of automating transactions by buying and distributing products.

In Webber's invention, certain events, such as a buyer ordering a product, trigger computational

activity, such as determining which supplier to use, by a communications and activity platform

("CAP"), i.e. an order flow controller, based on the contracts associated with the transaction (see,

e.g., page 1, line 3 through page 2, line 11). The contracts contain operational instructions and

other terms and conditions including fulfillment policies of the suppliers and are negotiated and

approved contracts (Figs. 2 and 4, page 15, lines 6-12, page 41, lines 15-17, and page 51, line

21). In a negotiated contract, the parties agree to and select the terms and conditions, one of

which is the fulfillment policies, i.e. the fulfillment policies are selected by the seller. Thus,

Webber teaches an order flow controller configured to selectively route consumer product orders

for one or more products of a given supplier among a plurality of suppliers to said given supplier

or to one or more retailers identified by said given supplier in accordance with the fulfillment

policies selected by said given supplier. This automatic selection provides many benefits such as

reducing costs (page 7, lines 22-23), improving accuracy, (page 7, lines 24-25), and saving time

(page 7, lines 26-27).

It would have been obvious to one of ordinary skill in the art of business methods at the

time of the invention to combine the known elements of a graphical user interface configured to

display product information and receive consumer orders, as taught by Franklin, with the known

elements of a controller configured to selectively route consumer orders of a given supplier to

that supplier in accordance with the fulfillment policies, as taught by Webber, as each element

would have performed the same function in combination as it did separately. One ordinary skill

in the art would have recognized that the combination of Franklin and Webber would yield the

predictable results of reducing costs, improving accuracy and saving time, as suggested by

Webber.

While Webber teaches routing customer product orders in accordance with supplier

selected fulfillment policies, it does not specifically teach that the fulfillments policies are

selected from not accepting a customer order, fulfilling the order by a given supplier, and routing

the order to a product order list accessible by said given supplier or by one or more retailers

identified by the given suppler. The examiner first notes that Webber's controller is capable of

routing based on any fulfillments policies selected by the seller.

Nonetheless, Knorr teaches a system and method for electronically creating and

managing orders based on purchaser fulfillments options (see, e.g. Abstract and ¶0008) including

the known technique of having a vendor select a fulfillment policy from not accepting a

customer order, fulfilling the order, and routing the order to a retailer identified by the given

supplier (e.g. ¶¶0017 and 0049-0051 - note that the parent vendor, i.e. given supplier, can not

accept the order if not available, can fulfill the order, or can route the order filled by a third party,

i.e. retailer identified by the given suppler). This known technique is applicable to the system of

Franklin/Webber as they all share characteristics and capabilities, namely they are directed to

processing online orders.

One of ordinary skill in the art would have recognized that applying the known technique

of Knorr would have yielded predictable results and resulted in an improved system. It would

have been recognized that applying the known technique of Knorr to the teachings of

Franklin/Webber would have yielded predictable results because the level of ordinary skill in the

art demonstrated by the references applies shows the ability to incorporate such references into

similar systems. Further, the fulfillment policies of Webber being selected from accepting,

fulfilling or routing the order, as taught by Knorr, would have been recognized by those of

ordinary skill in the art as resulting in an improved method that would allow for a higher

possibility of a buyer finding what he/she is searching since the seller can direct them

accordingly.

Referring to claim 3, Franklin/Webber/Knorr teaches the network of claim 1 wherein the

order flow controller is configured to not accept consumer orders for one or more products of a

given supplier (Webber, page 22, lines 13-15 and Knorr, ¶0050). This would achieve the

predictable result of taking only orders capable of being fulfilled in accordance with the

supplier's policies, thereby reducing the frustration of consumers of unfulfilled orders and

increasing customer satisfaction.

Referring to claim 4, Franklin/Webber/Knorr teaches the network of claim 1 wherein the

order flow controller is configured to route consumer product orders for one or more products of

a given supplier to a product order list accessible by said given supplier or by one or more

retailers identified by said given supplier (Webber, page 20, lines 19-24 and page 22, lines 11-30

and Knorr, ¶0050). This would achieve the predictable result of effectively and seamlessly

fulfilling the consumer's product order.

Referring to claim 5, Franklin/Webber/Knorr teaches the network of claim 4 further

comprising a back room manager configured to remove product orders from the product order

list upon receipt of a fulfillment acceptance indication from a retailer or supplier (Franklin, col.

21, lines 45-67 and col. 22, lines 1-7).

Referring to claim 6, Franklin/Webber/Knorr teaches the network of claim 5 wherein the

back room manager is configured to enable the given supplier to fulfill selected product orders

identified on the product order list (Franklin, col. 27, lines 11-28 and 44-50).

Referring to claim 7, Franklin/Webber/Knorr teaches the network of claim 6 wherein the

back room manager is configured to enable the given supplier to fulfill selected product orders

identified on the product order list only after a preselected period of time has passed since the

product order was received (Webber, page 23, lines 25-30, note the preselected period of time is

the traditional time expirations event to trigger contractual operations for which timing is

specified within the contracts and Knorr, ¶0050). This would achieve the predictable result of

allowing for enough time to pass for the sale request at a point of sale to be transmitted and

trigger the initiation of operations for the supply chain.

Referring to claim 14, Franklin/Webber/Knorr teaches the network of claim 1 further

comprising a price filter configured to transmit product price information and product

availability information to the consumer interface (Webber, page 51, lines 15-31 and page 53,

lines 1-16 – note the product price information is the price of the goods or services and the

product availability is the inventory management and shipping logistics and Knorr, ¶¶0049-0050
– note the customer is informed when the item is not available). This would achieve the
predictable result of better inform the consumer of the details of the order, decreasing the
opportunities of errors, and increasing consumer satisfaction.

Referring to claim 15, Franklin/Webber/ Knorr teaches the network of claim 14 wherein
the price filter is configured to transmit supplier specified product prices (Webber, page 52, lines
1-6). This would achieve the predictable result of provide the customer with the more specific
information on pricing, thereby increasing customer satisfaction.

Referring to claim 18, Franklin/Webber/Knorr teaches the network of claim 1 further
comprising an escrow account manager configured to retain consumer payments for a period of
time selected by said given supplier and to distribute retained funds (Webber, page 28, line 30
through page 29, line 25 – note that the escrow account manager is the invented system wherein
the cash settlement can be delayed until after the parties approve or disapprove the settlement).
This would achieve the predictable result of providing assurance to the customer that they will
not be charged until the order is fulfilled or they are satisfied, increasing consumer trust and
satisfaction.

Referring to claim 19, Franklin/Webber/Knorr teaches the network of claim 18 wherein
the escrow account manager is configured to distribute retained funds to an entity that shipped a

product to a consumer (Webber, Fig. 4 and col. 4, lines 53-57). This would achieve the

predictable result of allow for the shipper to obtain payment.

Referring to claim 20, Franklin/Webber/Knorr teaches the network of claim 18 wherein

the escrow account manager is configured to distribute funds retained for a given product order

to a supplier that fulfilled the given product order, one or more retailers identified by that

supplier, or to a combination of supplier and one or more of said retailers (Webber, Fig. 4 and

page 32, lines 26-29 – note that the configuration to distribute funds retained is the system

providing for conventional retailer connections as well as banks). This would achieve the

predictable result of a system connected to a multitude of sellers, enterprises and banks, thereby

providing the consumer with more choices and increased ease and seamlessness.

Referring to claims 21, 23-25, 27, 34, 35 and 38-40, all of the limitations in method

claims 21, 23-27, 34, 35 and 38-40 are closely parallel to the limitations of apparatus claims 1, 3-

7, 14, 15 and 18-20, respectively, analyzed above and are rejected on the same bases.

Claims 8, 9, 28 and 29 are rejected under 35 U.S.C. 103(a) as being unpatentable

over Franklin/Webber/Knorr as applied to claims 1, 2, 21 and 22 above, and further in

view of Johnson et al., US 6,055,516, cited by Applicant (hereafter referred to as

"Johnson")

Referring to claim 8, Franklin/Webber/Knorr teaches the network of claim 1, as discussed

above. Franklin further teaches that data for each product is organized into groups (col. 6, lines

45-66). Johnson teaches an electronic sourcing system maintaining a catalog of product

information, checks availability of selected items and generates one or more purchase orders,

including a consumer interface configured to display price and availability information for the

products of each of the suppliers organized by product category (see Abstract, col. 5, lines 23-32,

col. 6, lines 20-25 and col. 9, lines 42-55).

It would have been obvious to a person of ordinary skill in the art of business methods at

the time of the invention to apply the element of displaying price and availability information for

the products of each of the supplier organized by product category, a taught by Johnson, to

improve the graphical user interface of Franklin/Webber/Knorr for the predictable result

suggested by Johnson of allowing customers to be able to better compare prices and availability

of products so that they can make a better decision, thereby increasing customer satisfaction.

Referring to claim 9, Franklin/Webber/Knorr /Johnson teaches the network of claim 8

further comprising a search engine configured to enable a consumer to search through the

products of a given category by supplier, by product type, by product feature, or by a

combination of two or more of these identifiers (Johnson, col. 4, lines 51-65). It would have

been obvious to one of ordinary skill in the art of business methods at the time of the invention to

combine the elements of Franklin/Webber/Knorr and Johnson for the predictable results of

providing easier browsing of catalogs and selecting of products.

Referring to claims 28 and 29, all of the limitations in method claims 28 and 29 are

closely parallel to the limitations of apparatus claims 18 and 19, respectively, analyzed above

and are rejected on the same bases.

Claims 10-13 and 30-33 are rejected under 35 U.S.C. 103(a) as being unpatentable

over Franklin/Webber/Knorr as applied to claims 1, 2, 21 and 22 above, and further in

view of Knowlton et al., US 6,061,057, cited by Applicant (hereafter referred to as

"Knowlton").

Referring to claim 10, Franklin/Webber/Knorr teaches the network of claim 1, as

discussed above, but does not teach the consumer interface being configured to display selected

product representations in a separate scratch pad window. Knowlton teaches an apparatus and

method for creating and distributing graphical user interfaces for application programs including

a consumer interface configured to enable a consumer to display selected product representations

in a separate scratch pad window (col. 4, line 14 through col. 7, line 20 – note the product

representations are the displayable images or icons).

It would have been obvious to a person of ordinary skill in the art of business methods at

the time of the invention to apply the element of a consumer interface enabling a consumer to

display selected product representations in a separate scratch pad window, as taught by

Knowlton, to improve the graphical user interface of Franklin/Webber/Knorr for the predictable

results suggested by Knowlton of facilitating consumer browsing and allowing for more efficient

presentation of goods and transactions (col. 2, lines 8-28).

Referring to claim 11, Franklin/Webber/Knorr /Knowlton teaches the network of claim

10 wherein the consumer interface is configured to enable a consumer to remove product

representations from the scratch pad window (Knowlton, col. 33, lines 41-59 – note that

removing product representations is inherently included in the creation of desired lists). It would

have been obvious to a person of ordinary skill in the art of business methods at the time of the

invention to apply the element of a consumer interface enabling a consumer to remove product

representations from the separate scratch pad window, as taught by Knowlton, to improve the

graphical user interface of Franklin/Webber/Knorr or the predictable results suggested by

Knowlton of facilitating consumer browsing and allowing for more efficient presentation of

goods and transactions (col. 2, lines 8-28).

Referring to claim 12, Franklin/Webber/Knorr /Knowlton teaches the network of claim

10 wherein the consumer interface is configured to enable a consumer to drag a selected product

representation from a product previews window to the scratch pad window (Knowlton, col. 33,

lines 41-59). It would have been obvious to a person of ordinary skill in the art of business

methods at the time of the invention to apply the element of a consumer interface enabling a

consumer to drag selected product representations to the separate scratch pad window, as taught

by Knowlton, to improve the graphical user interface of Franklin/Webber/Knorr for the

predictable results suggested by Knowlton of facilitating consumer browsing and allowing for

more efficient presentation of goods and transactions (col. 2, lines 8-28).

Referring to claim 13, Franklin/Webber/Knorr/Knowlton teaches the network of claim 12 wherein the consumer interface is configured to enable a consumer to initiate a product order from the scratch pad window or from the product preview window, or from both windows (Knowlton, col. 17, lines 5-10 – note the initiation of a product order is the updating of offering on a web page and the adding or removal of VLOs and not the entire web page). It would have been obvious to a person of ordinary skill in the art of business methods at the time of the invention to apply the element of a consumer interface enabling a consumer to initiate a product order from the separate scratch pad window, product preview window or both, as taught by Knowlton, to improve the graphical user interface of Franklin/Webber/Knorr for the predictable results suggested by Knowlton of allowing for immediate or delayed purchasing/drafting, thereby increasing customer satisfaction.

Referring to claims 30-33, all of the limitations in method claims 30-33 are closely parallel to the limitations of apparatus claims 10-13, respectively, analyzed above and are rejected on the same bases.

Claims 16, 17, 36 and 37 are rejected under 35 U.S.C. 103(a) as being unpatentable over Franklin/Webber/Knorr as applied to claims 15 and 35 above, and further in view of Allsop et al., US 5,970,471, cited by Applicant (hereafter referred to as "Allsop").

Referring to claim 16, Franklin/Webber/Knorr teaches the network of claim 15 with contracts which supply prices during preselected periods of time (Webber, page 23, line 26 and page 41, lines 20-25), but does not teach the price filter configured to transmit retailer specified

product prices. Allsop teaches a system and method for performing electronic commerce with links from product manufacturers to authorized dealers with custom order interfaces, including a price filter configured to transmit retailer specified product prices (see Abstract – note the retailers are the dealerships).

It would have been obvious to a person of ordinary skill in the art of business methods at the time of the invention to apply the element of transmitting retailer specified product prices, as taught by Allsop, to improve the price filter of Franklin/Webber/Knorr for the predictable result of allowing for more informed and knowledgeable customers who are able to find out the retailer specified prices.

Referring to claim 17, Franklin/Webber/Knorr/Allsop teaches the network of claim 16 wherein the price filter is configured to transmit only a selected number of the lowest retailer specified product prices (Allsop, see Abstract – note the selected number of prices are the prices of the selected dealers). It would have been obvious to a person of ordinary skill in the art of business methods at the time of the invention to apply the element of transmitting only a selected number of the lowest retailer specified product prices, as taught by Allsop, to improve the price filter of Franklin/Webber/Knorr for the predictable result of channeling business to certain retailers over others.

Referring to claims 36 and 37, all of the limitations in method claims 36 and 37 are closely parallel to the limitations of apparatus claims 16 and 17, respectively, analyzed above and are rejected on the same bases.

Response to Amendment

Applicant's amendment, filed November 25, 2009, has been entered. Claims 1, 3, 4, 21, 23 and 24 have been amended. In view of the amendments to the claims, the 35 USC §§101 and 112 rejections are withdrawn. The examiner notes that the addition of the term "and" in claims 1 and 21 with respect to fulfillment policies changes the scope of the claims as the conjunction was previously interpreted as an "or."

Response to Arguments

Applicant's arguments filed November 25, 2008, have been fully considered but they are not persuasive.

In response to applicant's argument that Franklin does not teach selective routing to another e-tailer for fulfillment of the order (Remarks, page 10), applicant is arguing against the reference individually when it is Franklin in view of Webber in view of Knorr that teaches selective routing. In response to applicant's arguments against the references individually, one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck & Co.,* 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986).

In response to applicant's argument that Franklin does not teach an order flow controller (Remarks, page 11), applicant is arguing against the reference individually when it is Franklin in view of Webber that teaches the order flow controller. In response to applicant's arguments against the references individually, one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See *In re Keller*, 642

F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck & Co.,* 800 F.2d 1091, 231 USPQ 375

(Fed. Cir. 1986).

In response to applicant's argument that Webber does not teach an order flow controller

that selective routes customer orders because it does selective routing of customer product orders

for one or more products in accordance with fulfillment policies selected by the supplier

(Remarks, pages 11 and 12), the examiner notes that Franklin/Webber/Knorr teaches this

limitation. Webber teaches an order flow controller for routing orders in accordance with the

wishes of a supplier as negotiated in contract terms and Knorr teaches that those terms include

fulfillment policies as selected by the supplier from not accepting, fulfilling and routing the

order.

In response to applicant's argument that with respect to claim 3 that there is no teaching

or motivation to configure the contract of Webber to not accept an order (Remarks, page 13), the

examiner refers applicant to the most recent developments and case law, specifically *KSR Int'l*

Co. v. Teleflex Inc., 127 S.Ct. 1727, 82 USPQ2d 1385 (2007), which forecloses applicant's

assertion that a specific teaching is required for a finding of obviousness. *Id.,* 127 S.Ct. at 1741,

82 USPQ2d at 1396. Furthermore, Knorr teaches that the supplier can select not to fulfill an

order because the item is unavailable or can select to fulfill the order by its own inventory or by

routing the orders to a retailer (as discussed above), and one cannot show nonobviousness by

attacking references individually where the rejections are based on combinations of references.

In response to applicant's argument with respect to claim 4 that Webber does not teach

selecting an option of fulfilling the order (Remarks, page 13), the examiner disagrees and notes

that Webber teaches suppliers fulfilling the orders themselves and Knorr also teaches suppliers

choosing to fulfill orders.

In response to applicant's argument that Webber does teach the limitations of claim 7 of

fulfilling orders after a preselected time period has passed because the contractual operation of

starting or completion before expiration of a time limit is not fulfilling orders after a preselected

time period has passed (Remarks, pages 13-14), the examiner disagrees. Claims are given their

broadest reasonable interpretation consistent with the specification and with the interpretation

that those skilled in the art would reach. See MPEP §2111. The words of a claim are given their

plain meaning unless such meaning is inconsistent with the specification. See MPEP §2111.01.

However, limitations from the specification cannot be imported into the claims. See MPEP

§2111.01. Thus, a broad, reasonable interpretation of "preselected period of time" can include is

the traditional time expirations event to trigger contractual operations for which timing is

specified within the contract, as taught by Webber. Furthermore, Knorr teaches that orders are

not fulfilled until the date desires, i.e. after a preselected (by the purchaser) time period has

passed.

In response to applicant's argument that Webber does not teach the limitations of claim

20 of an escrow manager (Remarks, page 14), the examiner disagrees. Webber teaches a

manager that delays payment until after the settlement is approved or disapproved, i.e. an escrow

(page 28, line 30 through page 29, line 20) and payments can also be delayed until delivery of a

product (page 39, lines 18-29). The examiner notes that while the examiner may direct

applicant's attention to a particular areas, paragraphs or lines of a prior art, the applicant is

responsible for reviewing the entire prior art.

Conclusion

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to AMEE A. SHAH whose telephone number is (571)272-8116. The examiner can normally be reached Monday through Friday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Jeffrey A. Smith can be reached on 571-272-6763. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent

Application Information Retrieval (PAIR) system. Status information for published applications

may be obtained from either Private PAIR or Public PAIR. Status information for unpublished

applications is available through Private PAIR only. For more information about the PAIR

system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR

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like assistance from a USPTO Customer Service Representative or access to the automated

information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

                                                        /Amee A Shah/
                                                        Examiner, Art Unit 3625
AAS

November 20, 2009